

Appendix A

Approved, SCAO STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT	Original – Court 1st copy – Plaintiff ANSWER, CIVIL (PAGE 3 OF 4)	2nd copy - Defendant 3rd copy – Proof of service CASE NO. 2200061GC Hon. Michelle Friedman
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Plaintiff's name(s) JPMORGAN CHASE BANK N.A.	v	Defendant's name(s) Katrina Bergunder
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CHECK ALL THAT APPLY (for each box checked, attach a statement of facts)

AFFIRMATIVE DEFENSES

☒ Defendant, ☐ Attorney for defendant states the following affirmative defenses:

- ☐ 1. I paid this debt in full (satisfied). Attached is proof of payment.
- ☐ 2. This action is barred by the statute of limitations because
- ☐ the plaintiff failed to sue within six years of _____ the last activity on the alleged account. MCL 600.5607(8).
- ☐ the alleged contract involves a motor vehicle retail sales installment contract or the sale of other goods, and the plaintiff failed to sue within four years of _____, the last activity on the alleged account. MCL 440.2725(1).
- ☐ the plaintiff failed to sue within three years after the alleged contract of sale of a mobile home on _____. MCL 125.2333.
- ☐ 3. ☐ I paid an amount that the plaintiff accepted as payment in full (accord and satisfaction). Attached is proof of payment.
- ☐ The debt was discharged in bankruptcy. The case number was _____.
- ☒ 4. The contract is void or voidable because
- ☐ I was a minor when the alleged contract was made.
- ☐ I was not mentally competent when the alleged contract was made. Probate case number _____ Attached are my letters of conservatorship/guardianship.
- ☒ there was no valid contract (no meeting of the minds) because See Attached Statement of Facts.
- ☒ 5. The contract was severely unjust or extremely one-sided (unconscionable).
- ☐ 6. I am not liable for the alleged damages because of the plaintiff's contributory negligence.
- ☐ 7. The alleged contract is unenforceable because it is not in writing (statute of frauds).
- ☐ 8. My vehicle was repossessed and later sold in a commercially unreasonable manner. MCL 440.907(3).
- ☒ 9. The contract should not be enforced because of the plaintiff's improper conduct (fraud and/or duress).
- ☐ 10. The goods purchased were defective (failure of consideration).
- ☒ 11. The terms of the contract did not express what the parties intended (mutual mistake).
- ☐ 12. I have not been credited for all payments made on the alleged account. Attached is proof of payment.
- ☒ 13. Other: See Attached Statement of Facts.

Date

05/16/22

Defendant/Attorney signature

Katrina Bergunder
Name (Type or print)

DISTRICT COURT
OAK PARK, MICH
TRUE COPY
DATE 5-16-2024
MAY 16 2024

45TH DISTRICT COURT
2022 MAY 16 10:37

<p><small>Approved, SCAO</small></p> <p>STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT</p>	<p><small>Original – Court 1st copy – Plaintiff</small></p> <p>ANSWER, CIVIL (PAGE 4 OF 4)</p>	<p><small>2nd copy - Defendant 3rd copy – Proof of service</small></p> <p>CASE NO. 2200061GC Hon. Michelle Friedman</p>
<p><small>Plaintiff's name(s)</small> JPMORGAN CHASE BANK N.A.</p>	<p>v</p>	<p><small>Defendant's name(s)</small> Katrina Bergunder</p>

STATEMENT OF FACTS

4c. I thought that Plaintiff would be reasonable in repayment in the event of dramatic, devastating, and unforeseen world events such as the global pandemic of COVID-19 that resulted in the world shutting down, loss of work, and the death of millions

5. At the time I was living in poverty, in an abusive situation, and struggling in college, I agreed to the unfair terms to support myself in times when my \$10/hour job could not.

9. When inquired, they insisted that if I had hardships that they would work with me. Despite my numerous repeated calls, Plaintiff was unwilling to work with me.

11. As part of the world, I thought that Plaintiff would know about large, unforeseen world events and be reasonable in the event of them.

13. While Plaintiff has continuously refused to negotiate, I am still willing to negotiate with Plaintiff to resolve our issues.

DISTRICT COURT 45-B
 OAK PARK, MICHIGAN
 TRUE COPY
 DATE MAY 15 2024

45TH DISTRICT COURT
 2022 MAY 16 AM 10:37